

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MORAN INDUSTRIES, INC.,

Plaintiff

vs.

JAMES C. HIGDON, ET AL.

Defendants.

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) Cause No. 07-C-6092
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AFFIDAVIT OF URICK THAMELING
IN SUPPORT OF MOTION TO DISMISS

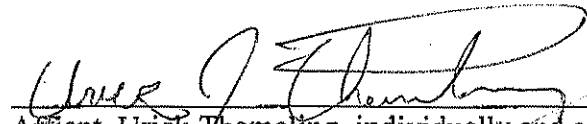
Comes the Affiant, the Defendant, Urick Thamelng, individually and as a member of Thamelng & Higdon, LLC, having been duly sworn, and to the best of his recollection, hereby states as follows:

1. Urick Thamelng is a resident of Kentucky, and is the son-in-law of James C. Higdon. Urick Thamelng has never resided in the State of Illinois, and maintains no personal contacts with Illinois.
2. Urick Thamelng signed, either individually or as a member of Thamelng & Higdon, LLC, the Middletown Franchise Agreement referenced in the Complaint filed by the Plaintiff, Moran Industries, Inc. (herein "Moran"). However, Urick Thamelng never had any involvement with any of the other franchise agreements referenced in Moran's Complaint.
3. Thamelng & Higdon, LLC, is a Kentucky limited liability, which is not registered to conduct business in Illinois.



4. Urick Thamelng does not conduct business in Illinois. Moreover, all of the business operations of Thamelng & Higdon, LLC were conducted in Kentucky.
5. Urick Thamelng never negotiated or executed the Middletown franchise agreement in the state of Illinois. In fact, all negotiations were handled by James C. Higdon, and execution of the Middletown franchise agreement occurred by mail while Urick Thamelng was a resident of Kentucky, and conducting business in Kentucky. During said negotiations, Urick Thamelng was not represented by counsel, and he was not given the option to amend or contest the purported forum selection and waiver clauses of the Middletown franchise agreement. Moreover, Urick Thamelng had no prior experience in such business matters, and he did not understand the legal ramifications of the purported forum selection and waiver clauses of the Middletown franchise agreement.
6. Being a resident of Kentucky with no contacts or ties to the State of Illinois, and with existing financial difficulties, it will be gravely difficult and beyond inconvenient for Urick Thamelng to litigate the above-styled case in Illinois.
7. Urick Thamelng, individually or as an officer of Thamelng & Higdon, LLC, has never knowingly engaged in any conduct that has allegedly infringed in any manner on Moran's proprietary and/or trademark rights.
8. Urick Thamelng is employed by, but has no ownership or financial interest of any kind in, Masters Transmission & Auto Repair, Inc., Inc.
9. Urick Thamelng has no ownership, employment or business interests of any kind with the Defendant, Higdon & Higdon, Inc.

Further the Affiant sayeth naught.


Affiant, Urick Thameling, individually and as an
member of Thameling & Higdon, LLC

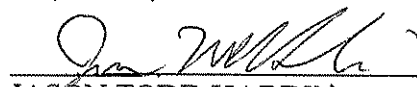
State of Ky)
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County of Jc Ffenson)

Subscribed and sworn to before me by Urick Thameling, individually and as an
member of Thameling & Higdon, LLC, on this 27th day of Nov, 2007.


Notary Public, State at Large

My Commission Expires: 2-10-09

Prepared By:


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LLS-4 November 16, 2007 113 Higdon. CMoran\affidavit.ut:jh